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# EXHIBIT 7

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COPLEY COURT REPORTING  
The Mercantile Building  
71 Commercial Street - Suite 700  
Boston, Massachusetts 02109  
(617) 423-5841

DATE: August 22, 2021

TO: Kurt W. Schuettinger, Esquire  
Bates & Bates  
1890 Marietta Boulevard NW  
Atlanta, Georgia 30318

IN RE: GIBSON FOUNDATION, A DELAWARE  
CORPORATION VS. ROB NORRIS, ET AL  
DEPOSITION OF PATRICK JASON DAVIDSON  
VOLUME I

Dear Attorney Schuettinger:

Enclosed herewith is your copy of the transcript of the deposition of PATRICK JASON DAVIDSON, VOLUME I, PAGES 1-48, taken on August 20, 2021, in the above-mentioned case. Also enclosed herewith is the signature page. Would you kindly arrange to have Mr. Davidson read the transcript and sign the signature page and return it to Daniel J. Gibson, Esq., as soon as possible. Any changes or corrections are to be made separately on the enclosed errata sheet signed by the witness. Please include any errata sheet with the signature page.

Thank you for your anticipated cooperation. If you have any questions, please feel free to call on me.

Very truly yours,

Kathleen M. McHugh  
CSR/RPR/CRR

Enclosure  
CC: Daniel J. Gibson, Esquire

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1           A.     No, I'm not.

2           Q.     Have you ever seen a Loaner Agreement  
3     prepared by Gibson for musical instruments?

4           A.     Yes.

5           Q.     And is this a Loaner Agreement that  
6     Gibson would customarily enter into with someone  
7     wanting to have a loan on a musical instrument  
8     owned by Gibson?

9           A.     This specific agreement, the language  
10    in it, I don't recall offhand. I just -- I have  
11    seen some Loaner Agreements. I just can't match  
12    it up to this one where we would loan either  
13    guitars or pianos or other instruments out.

14          Q.     And what I'd like to ask you about is  
15    the first item on this loaner agreement is the  
16    Liberace Baldwin nine-foot grand piano SD10. Is  
17    that the subject piano in this case?

18          A.     Yes, sir.

19          Q.     The serial number is -- my eyes  
20    aren't as good as they used to be -- 2134492259;  
21    is that correct?

22          A.     Yes. That's what it states on the  
23    agreement. Yes, sir.

24          Q.     In 2012 was this piano loaned out to

1 a standpoint of insurance a Loaner Agreement  
2 and/or paper trail is a very important protocol?

3 MR. SCHUETTINGER: Objection to  
4 form.

5 A. Is there a question there? I'm  
6 sorry.

7 Q. Is it an important protocol at your  
8 company, Gibson, that if a musical instrument is  
9 loaned out, that there is a protocol, a very  
10 important protocol, to have either a Loaner  
11 Agreement or some type of a paper trail  
12 evidencing the transaction?

13 MR. SCHUETTINGER: Objection to  
14 form.

15 A. Yes. It's protocol.

16 Q. Mr. Davidson, if we could just go  
17 back to Bates stamp page 76, in this e-mail from  
18 David Bower to Ric Olsen he indicates that we're  
19 going to be moving the piano to Broadway for the  
20 Liberace Musical scheduled to be November, 2015.

21 Do you know if the subject piano was  
22 ever moved?

23 A. I do not.

24 MR. GIBSON: Kurt, on Exhibit 8, if

1 MR. GIBSON: I just have a  
2 follow-up question.

3 **REDIRECT EXAMINATION**

4 Q. (By Mr. Gibson) Mr. Davidson,  
5 following up on the question about giving away  
6 free pianos, are you aware of Baldwin or Gibson  
7 for that matter disposing of any old musical  
8 instruments?

9 A. Disposing of?

10 Q. Yes.

11 A. Can you elaborate on that? I'm not  
12 sure what you mean on that one.

13 Q. Throwing away, sending to the junk  
14 yard, sending to the bone yard?

15 A. Yes.

16 Q. Thank you.

17 MR. GIBSON: No further questions.

18 MR. SCHUETTINGER: None for us.

19 MR. GIBSON: Mr. Davidson, thank  
20 you very much for your patience.

21 (Whereupon the deposition was  
22 adjourned at 3:07 p.m.)

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